

ATTACHMENT IX-A

AGREEMENT FOR OPERATION OF A VENDING FACILITY  
UNDER THE RANDOLPH SHEPPARD ACT

This Agreement is Hereby Terminated as of:

Month/Day/Year

(S.L.A.)

(Vendor)

(Witness)

(Witness)

AGREEMENT FOR OPERATION OF A VENDING FACILITY  
UNDER THE RANDOLPH-SHEPPARD ACT BETWEEN

The RIORs/Services for the Blind and Visually Impaired and STATE LICENSING AGENCY and \_\_\_\_\_, a LICENSED BLIND VENDOR.

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_ by and between the RIORs/Services for the Blind and Visually Impaired State Licensing Agency (hereinafter, S.L.A.), and \_\_\_\_\_, licensed as a blind vendor under The Randolph-Sheppard Program (hereinafter, vendor) by the S.L.A., WITNESSETH:

WHEREAS, the S.L.A. has been granted a permit by the \_\_\_\_\_ for the operation of a vending facility by a licensed blind vendor under the Randolph-Sheppard Program (hereinafter, permit) on the (Federal property) (non-Federal property) located at \_\_\_\_\_, a copy of which permit is attached hereto and made a part of hereof; and,

WHEREAS, the S.L.A., has offered the vendor the opportunity to operate the vending facility under the terms and conditions hereinafter set forth; and

WHEREAS, the vendor has agreed to undertake the operation of the vending facility under the terms and conditions hereinafter set forth; and

WHEREAS, the parties do not intend to deviate in any way from responsibilities and rights imposed and granted by applicable Federal, State, or local laws or regulations by this agreement;

NOW, THEREFORE, in consideration of these premises, it is mutually agreed as follows:

A. THE S.L.A.

1. The S.L.A. will equip the vending facility for carrying out the business authorized by the permit.
  2. The S.L.A. will furnish initial stocks of merchandise and petty cash sufficient to enable the vendor to commence operating the business authorized by the permit. The S.L.A. will also furnish the vendor with a complete inventory of all equipment, initial stocks, and petty cash provided.
  3. The S.L.A. will maintain the equipment at the vending facility in good repair, and will replace obsolete and worn out equipment as necessary.
  4. It will be the primary responsibility of the Blind Vendor to provide for substitute operation of the vending facility as may be necessitated by the Vendor's absence because of illness or vacation. In the event that the Blind Vendor is unable to secure a substitute, the S.L.A. will endeavor to provide a substitute. The salary of the person who substitutes for the vendor, or that of other emergency help, shall be charged to the vending facility where the service is performed, except to the extent that it is otherwise covered by the vacation and sick leave plan provided by the S.L.A.
  5. If a Blind Vendor is continuously absent from his/her vending facility for three consecutive calendar months or less for medical reasons, it will be his/her responsibility to obtain a substitute worker for that period.
  6. If a Blind Vendor is continuously absent from his/her assigned vending facility for a period in excess of three consecutive calendar months, for medical reasons, the S.L.A. may suspend the Agreement to Operate the Facility and assume responsibility for operation of the facility for a period not to exceed twelve months from the date of the suspension. A letter will be sent to the vendor notifying him/her of the suspension. At any time during the twelve month suspension period that the vendor is able to resume operation of the facility, he/she may do so with the approval of the S.L.A. upon written notification by the vendor substantiating his/her ability to resume operation. The suspension of the S.L.A./Operator Agreement will cease and the Agreement shall be reinstated by the S.L.A. The S.L.A. will be responsible for taking and providing the vendor a copy of the inventory on the date of suspension and on the date of reinstatement.
- The Blind Vendor will not accrue seniority during the period of suspension.
7. The vendor shall provide medical documentation in writing substantiating the need of the vendor's extended medical absence from the vending facility. The documentation shall include a physician's opinion as to the length of time that the vendor is anticipated to be absent from his/her vending facility.

8. If a Blind Vendor is absent from his/her assigned vending facility for medical reasons in excess of the twelve calendar months suspension, the suspension shall cease, the S.L.A. will terminate the S.L.A./Vendor Operating Agreement and a new vendor assigned as provided in the Agency's policies of selection, transfer and promotion (Attachment IX of these regulations and 34 CFR Part 395.7). A letter will be sent to the vendor notifying him/her of the termination.

Termination or suspension of the Agreement should take place only after affording the vendor an opportunity for a full evidentiary hearing if it also applies to the vendor's license to operate.

9. The S.L.A. will provide, or will provide for, supervisory and management services necessary for the efficient operation of the vending facility.

## B. THE VENDOR

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1. The vendor agrees not to represent himself/herself as the owner of said business or to part with the possession of any portion of it, and to notify the S.L.A. immediately of any attempt to dispossess him/her thereof or to obtain a lien or execute a process of law thereon. It is especially understood that the title to the business and the equipment belongs to the State and Federal Governments and that the vendor shall act in all matters with due regard to rights and obligations of the S.L.A., and, in addition, shall immediately refer all matters involving policy and public relations to the S.L.A.

2. The vendor will be responsible for having the vending facility open for business on the days and during the hours specified in the permit. The vendor must be on-site at least forty (40) hours per week, notwithstanding excusable absences, such as emergencies and other extenuating circumstances.

3. The vendor will operate the vending facility business on a cash basis and will not extend credit to any customers unless approved by the S.L.A., and the vendor will, insofar as possible, pay all bills on a C.O.D. basis.

4. The vendor will be accountable to the S.L.A. for the proceeds of the business of the vending facility, and will handle the proceeds, including payments to suppliers and deposits of funds, in accordance with instructions from the S.L.A. The vendor will submit at the close of each business week a report of cash receipts and payments accompanied by actual receipts for all expenditures.

5. The vendor will carry on the business of the vending facility in compliance with applicable health laws and regulations.

6. The vendor will maintain a neat, business-like appearance while working at the vending facility, and will conduct the facility in an orderly, business-like manner.

7. The vendor agrees that he/she will not purchase any equipment and stock for use in this business, without the permission of the S.L.A., and that upon termination of his/her employment all equipment and stock remains the property of, and must be turned over to, the S.L.A. and further agrees at any time, for good cause, to surrender to the S.L.A. said equipment, stock and cash in good order and condition, except for reasonable deterioration or depreciation, and is therefore responsible to return to the S.L.A. total assets equal to those which he/she received at the commencement of operation.

8. The vendor will take proper care of the equipment of the vending facility, and will not make any major alterations or changes thereto without the written approval of the S.L.A.

9. The vendor will notify the S.L.A. within a reasonable time in advance of taking any voluntary leave from the vending facility, and as soon as possible with respect to any involuntary leave.

10. The vendor will keep such records and make such reports, as the S.L.A. shall require.

#### C. GENERAL

1. The business to be carried on at the vending facility will be limited to that specified and authorized in the permit.

2. The right, title, and interest in and to the equipment of the vending facility, the stock in trade, and funds on hand are vested in the S.L.A., and will be left at the vending facility or turned over to the S.L.A. on the termination of this agreement for any reason by either of the parties. In such an event the fair market value of the vendor's interest will be determined by the S.L.A. and paid to the vendor or to the vendor's heirs or assignees.

3. The monthly income of the vendor shall be the net profits of the business of the vending facility for the period in question, less the funds which must be set aside, as established in writing by the S.L.A. pursuant to 34 CFR Part 395.9. If one of the purposes of the funds set aside is assuring a fair minimum return to vendors, the net profits will be augmented by the amount necessary to bring the monthly income up to the fair minimum return.

4. Rebates, commissions, or bonuses received by the vendor from suppliers are, and must be accounted for, as income of the vending facility. Under no circumstances are such funds to be treated as the separate, personal funds of the vendor.

5. Only upon written authorization may merchandise be taken from the stock in trade of the vending facility by the vendor for his own use and such taking shall be accounted for by the vendor and paid for at cost prices.

6. The business and premises of the vending facility shall be covered by public liability insurance, fire and theft insurance, and any such other insurance as will protect the

vendor, any one employed by the vendor, and the S.L.A. against losses and claims arising out of the conduct of the business of the vending facility. The cost of such insurance shall be a cost of operating the vending facility and taken into account as such in determining the net proceeds of the business.

7. This agreement may be terminated at any time, and for good cause, by either vendor or S.L.A. It shall be terminated upon the revocation or termination of the permit or ~~contract~~License. In addition, it may be terminated by the S.L.A. if the business of the vending facility is not conducted in accordance with this agreement, or with applicable Federal, State, or local laws and regulations.

8. When operating on state property, state court property, or in a state court facility, any claims arising against the state property host facility or state court host facility will be brought in state court and governed by state law. This limitation in no way prevents a Vendor, who is dissatisfied with any S.L.A. action arising from the operation or administration of the vending facility program, from taking action against S.L.A. pursuant to the federal Randolph-Sheppard Act.

89. Upon termination of this agreement, the parties shall sign and date the NOTICE OF TERMINATION statement as recorded at the top of Page One (1) of this Agreement.

910. The S.L.A. shall issue in accord with this agreement a certificate (permit) in the attached format authorizing the vendor to operate the facility at this location.

By:

\_\_\_\_\_  
Date

\_\_\_\_\_  
State Licensing Agency (SLA)

By:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vendor

By:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

## VENDING FACILITY APPLICATION AND PERMIT

APPLICATION AND PERMIT FOR THE ESTABLISHMENT OF A VENDING FACILITY ON FEDERAL, STATE, AND PRIVATE PROPERTY AS AUTHORIZED BY 20 U.S.C. Section 107, et seq., 34 CFR 395, et seq., the federal Randolph Sheppard Act, and Rhode Island General Laws, Title 40, Human Services; Chapter 9, et seq. The Services for the Blind and Visually Impaired of the State of Rhode Island requests approval of: \_\_\_\_\_.

\_\_\_\_\_Federal/State/Private Property  
Agency to place a vending facility on the property located at:  
\_\_\_\_\_.

**SATISFACTORY SITE:** It has been determined that this location meets the criteria of a satisfactory site as defined in 34 CFR 395.1(q) revised 7/1/81. (Any exceptions to this definition are to be noted in Attachment A.)

**TYPE, LOCATION AND SIZE OF FACILITY (34 CFR 395.1(q)):** Type of facility (defined in Instructions for Form OHD-RSA-15): \_\_\_\_\_; Facility location \_\_\_\_\_; Facility size \_\_\_\_\_ floor plan, Attachment B). The types of articles to be sold and services to be offered are enumerated in Attachment C. The fixtures and equipment for this facility, including the responsibility for the provision thereof, are set forth in Attachment D. The location, type, and number of vending machines which constitute all or a part of this facility are noted in Attachment E. The facility will operate \_\_\_\_ days of the week \_\_\_\_\_ a.m. to \_\_\_\_ p.m. commencing on \_\_\_\_\_.  
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This permit shall be issued for an indefinite time subject to those other terms and conditions as contained in Attachment G. The type and location of each vending machine located on this property and the specific income sharing provisions in 34 CFR 395.32 revised 7/1/81 applicable to each such machine will be indicated in Attachment F. Vending Machine income will be disbursed to the State Licensing Agency on at least a quarterly basis, unless it is mutually agreed otherwise. NOT APPLICABLE - INCOME TO VENDOR.

**OTHER TERMS AND CONDITIONS:** Any specific and additional terms and conditions applicable to this location are included in Attachment G. This permit shall be issued for an indefinite period of time subject to those other terms and conditions applicable to this location, which are included in Attachment G. This permit is subject to suspension or termination on the basis of non-compliance by either party with any of the agreed upon terms and conditions of the permit. By mutual agreement the State Licensing Agency and the property agency/owner may terminate the permit after providing notice of the intended termination, including the reason therefore and supporting documentation to the other party. Both parties shall comply with all regulations issued in Title VI of the Civil Rights Act of 1964 and the Rhode Island Office of Rehabilitation Services/Services for the Blind and Visually Impaired and the Department of Human Services Nondiscrimination Notice (Attachment H). Reason for denial of the application shall be set forth in writing to the State.

\_\_\_\_\_  
Approving Property Official

\_\_\_\_\_  
Approving Licensing Agency  
Official

\_\_\_\_\_  
Title Date

\_\_\_\_\_  
Title Date